

Ottumwa CSD

Ottumwa EA

8/21/2005 8/20/2007

MASTER CONTRACT

between

THE OTTUMWA EDUCATION ASSOCIATION

and

THE OTTUMWA COMMUNITY SCHOOL DISTRICT

for the

SCHOOL YEAR

2005-2007

Ottumwa, Iowa

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# COLLECTIVE BARGAINING AGREEMENT

between

BOARD OF EDUCATION

OTTUMWA COMMUNITY SCHOOL DISTRICT

and

OTTUMWA EDUCATION ASSOCIATION

THIS AGREEMENT made and entered into this 27th day of April, 2005, by and between the Board of Education, Ottumwa Community School District, hereinafter referred to as the "Employer", and the Ottumwa Education Association, hereinafter referred to as the "Association", WITNESSETH:

## ARTICLE I

### RECOGNITION

#### A. UNIT

The Employer hereby recognized the Ottumwa Education Association, an affiliate of the Iowa State Education Association and the National Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 56) issued by the PERB on the 11th day of June, 1975, whether under contract, either verbal or written, on leave, or on a per diem, hourly, or class rate basis, employed or to be employed by the Board of Education of the Ottumwa Community School District. Such representation shall cover all personnel assigned to newly created professional positions, unless the parties agree in advance that such positions are principally supervisory or administrative.

The unit described in the above certification is as follows: (see Addendum A)

#### B. DEFINITIONS

1. The term "Employer", as used in this Agreement, shall mean the Board of Education of the Ottumwa Community School District or its duly authorized representatives.

2. The term "Employee", as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit, as defined and certified by the Public Employment Relations Board.

3. The term "Association", as used in this Agreement, shall mean the Ottumwa Education Association or its duly authorized representatives or agents.

## ARTICLE II

## PROCEDURE FOR NEGOTIATIONS

A. REQUEST FOR MEETING

The Employer and the Association shall meet for the purpose of negotiating and seeking agreement. Request from the Association for a negotiation meeting shall be made in writing to the President of the Board or his/her designated representative. Requests from the Employer shall be made in writing to the President of the Association or his/her representative.

Within five (5) days of the date of the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the request. Additional meetings shall be agreed upon by the negotiations representatives as may be necessary to complete an agreement. No negotiations are to be conducted during regular school hours, except when required by a mediator or arbitrator. In such case, the Association may be represented by the negotiating team. The Association will notify the Employer of the composition of the team at the first bargaining session. The Association shall pay the cost of the substitutes.

B. ACCESS TO INFORMATION

The Employer agrees to furnish the Association all information as provided by Chapter 68A of the Code of Iowa, which is general public information. Such information already compiled for the Secretary of the Board shall be furnished upon request.

## ARTICLE III

## IMPASSE PROCEDURE

Impasse Procedure shall be that set forth and provided for in Chapter 20 of the Code of Iowa, which Chapter is entitled "Public Employment Relations (Collective Bargaining)", and any amendments thereto, as the same may be in effect at the time that the impasse is had and impasse procedure under this contract shall be governed by the procedures provided for in said Chapter.

## ARTICLE IV

## EMPLOYMENT AND ASSIGNMENT

A. CONTRACTS

Employees are to be employed on a continuing basis in accordance with Iowa law.

B. ASSIGNMENT

Based on available information, each Employee shall be notified on or before the tenth (10th) school day prior to the last day of school of his or her tentative teaching assignments for the following school year. Newly appointed teachers shall be advised of their tentative teaching assignment upon employment. Changes in assignments may be made thereafter, but not for punitive reasons. Any Employee affected by a change of assignment shall be given prompt written notice of the change. The Association shall receive a copy of the notice sent to the Employee.

Building assignments for all faculty will be made by the principal. Prior to making building assignments, the principal shall discuss his/her plans for assignments with involved staff members, providing the teacher meets certification or NCA requirements.



## ARTICLE V

## EMPLOYEE WORK YEAR

A. DEFINITION OF IN-SCHOOL WORK YEAR

The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which attendance of all Employees is required.

B. REGULAR CONTRACT

The in-school work year for Employees on a regular contract shall be 193 days, except new personnel may be required to attend an additional three days of orientation. There may be seven in-service days, such in-service days to be determined through the recommendation of the calendar committee and the approval of the Board of Directors. Any contract days added beyond the current 193 days shall be paid per diem.

C. SPECIAL CONTRACTS

The Employer and an individual Employee, by mutual agreement, may enter into a Special Contract providing for additional services to be rendered by the Employee other than during the work day or to be rendered by the Employee other than during the work year. A copy of said Special Contract shall be furnished to the Association. If the additional services are described in Addendum C, the Special Contract shall be at the salary as provided in Addendum C. If the additional services are not described in Addendum C, then additional services shall be at a salary mutually agreeable.

D. VACATION DAYS

The regular contract of Employees shall include six (6) paid vacation days. Such vacation days shall be on the following dates:

September 5, 2005  
November 24, 2005  
December 23, 2005  
December 30, 2005  
April 14, 2006  
May 29, 2006

No Employee shall be required to perform any duties on any of the above vacation days, except as may be required or desired for extracurricular activities.

E. UNPAID VACATION DAYS

There shall be unpaid vacations as follows:

1. November 25, 2005
2. December 26, 27, 28, 29, 2005

No Employee shall be required to perform any duties on any of the above vacation days, except as may be required or desired for extra-curricular activities.

ARTICLE VI  
EMPLOYEE HOURS

A. WORK WEEK

The in-school work week shall consist of thirty-seven (37) hours, which shall be assigned by the Employer. There shall be five thirty-minute duty-free lunch periods assigned within this work week. All assigned hours shall be consecutive within a day, with the exception of the provisions of Paragraph D of this article.

B. WORK DAY

The work day shall consist of seven and one-half (7 ½) consecutive hours of work, normally scheduled between 8:00 a.m. and 3:30 p.m. Commencement and termination of the 7 ½ hours may be varied by the principal. A duty-free thirty (30) minute lunch period shall be provided between 11:00 a.m. and 1:00 p.m. to each employee at a time as directed by (the) principal. On Fridays or on other days preceding holidays, the work day shall be reduced by one-half hour. The normal work day shall not include extra-curricular work. Any Employee may volunteer to supervise students during the lunch period and will be paid extra compensation in an amount to be agreed upon between the Employee and the Employer.

C. VARIANCE OF SCHOOL DAY

The Employee may have earlier or later arrival and departure times and may be permitted to leave the building during the normal work day for personal reasons on an individual basis when approved by the building principal. The former notwithstanding, Employee may leave the building during his/her lunch period.

D. MEETINGS

Employees shall be responsible for attending faculty or other professional meetings as called by the Superintendent or designee. Notice of such meetings shall be given at least two (2) days prior to said meeting, except in an emergency, and said meetings shall not extend more than thirty (30) minutes beyond the work day, except in an emergency.

E. ADDITIONAL HOURS

In addition to the foregoing, work day as defined above and in-school work year as defined in Article V hereof shall include attendance at and participation in building open house, parent conferences, and staffings during or outside the in-school work day (parent conferences and staffings shall be held during the employee work day, if at all possible for the parents) as defined above and shall additionally include school activities outside of the hours of work and within the in-school work year as follows, to-wit:

- a. No more than three such activities, which shall consume not more than two hours for each of Employee's time for each such activity.
- b. Not more than a total of six hours in combination at one or more of such activities. Assignment to such activities and the requirement of attendance and participation, as aforesaid, shall be discretionary with and shall be done by each building principal in a manner to be determined by said principal. Each building principal making such assignment shall assign the same in such a manner that participation and attendance are equally distributed among Employees in relation to the nature of the activities.

Employer and Employee agree that participation and attendance, as aforesaid, are an integral part of Employee's professional responsibilities and the compensation paid to each such Employee, as reflected in Schedule B (Salary Schedule), is in part compensation for such participation and attendance. No Employee voluntarily participating in more than three activities or more than six hours shall be entitled to any additional compensation of any nature whatsoever.

F. PLANNING/CONFERENCE TIME

Within a six-day cycle and within the pupil's school day, each teacher shall have a minimum of two hundred twenty-five minutes per week scheduled for conferences, instructional planning, and preparation. During each instructional day, there shall be forty (40) continuous minutes of planning time. This forty (40) minutes of continuous planning time may not apply to elementary physical education, art, or music teachers.

Employees assigned to work in multiple buildings shall not have travel time included as part of their two hundred twenty-five minutes per week instructional planning and preparation time.

Normal teaching load for a six-period day schedule will be five assignments. Normal teaching load for a seven-period day schedule will be six assignments.

## ARTICLE VII

## WAGES AND SALARIES

A. SCHEDULE

Each Employee shall receive the salary listed in the salary schedule as set forth in Addendum B, which is attached hereto and made a part hereof, according to the Employee's placement and advancement as determined under this Article.

B. PLACEMENT ON SALARY SCHEDULE

1. Adjustment to Salary Schedule: Each Employee shall be placed on his/her present step of the salary schedule as of the current contract year and then granted the advancement as specified in paragraph C below to which he/she is entitled.
2. Credit for Experience: Upon initial employment, certificated employees may be given credit up to and including the twelfth (12th) step of any salary level on the Employee Salary Schedule at the sole discretion of the Employer for teaching experience in another school or for comparable work experience in a related field. At his/her option, the Employer may place the new Employee on either step 1 or step 2 of the salary schedule.
3. At the Employer's discretion, Employees in areas determined to be "hard to find" by the Iowa Department of Education, may be placed, upon hire, three (3) steps beyond actual experience accrued.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Increments: Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached, however, the Employer may withhold one or more yearly increments for unsatisfactory performance. A year of service in the Ottumwa Community School District consists of ninety (90) or more consecutive days of employment in one school year.
2. Educational Lanes: Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligibility step on the higher lane. All requests for advancements from one educational lane to a higher educational lane must be submitted to the superintendent or superintendent's designee by May 15. The Employee shall be entitled to advancement from one educational lane to another if he/she has successfully completed all class work to qualify him/her for the higher lane by the beginning of the in-school work year. Advancement will be granted upon Employee's furnishing of an official transcript of credits no later than October 1 of the year for which the horizontal move is sought.

### 3. Continuing College - University Education:

- a. Applications: Any Employee who plans to enroll in a course or seminar at an accredited college or university and who desires such course or seminar work to apply towards an educational lane change on the salary schedule shall obtain approval of the Superintendent, or designee, prior to enrollment.
- b. Date Earned: Credits for advancement to B.A. plus 15 and B.A. plus 45 must be earned after the Employee has been awarded a B.A. degree, and, likewise, credit for advancement to M.A. plus 15, M.A. plus 30, M.A. plus 45 and M.A. plus 60/PhD must be earned after the Employee has been awarded an M.A. degree.
- c. Level of Credits: The course or seminar must be graduate level work, as specified by an accredited college or university recognized by the Iowa Department of Public Instruction as acceptable for the renewal of teaching certificates and as acceptable toward an advanced degree in education or an advanced degree in the teaching field of the Employee. However, the Employee does not have to be enrolled as an advanced degree candidate. The Superintendent may allow credit for other courses or seminars upon application by the Employee before enrollment, if the Superintendent determines that the course or seminar will improve the Employee's teaching abilities, and competency.

### D. METHOD OF PAYMENT

1. Pay Periods: Each Employee shall be paid in twenty-four (24) equal installments on the 5th and 20th of each month. Any Employee who gives the District his/her retirement notice before the start of the contract year, which will be effective at the end of that contract year, may elect to receive his/her pay in 20 increments rather than 24 increments. Employees shall receive their checks at their regular buildings and on regular school days.
2. Exceptions:
  - a. When a pay date falls on or during a school holiday, vacation, or weekend, Employees shall receive their paychecks on the last previous workday.
  - b. Summer checks, other than for summer school teachers, shall be mailed on or before the 5th and the 20th of each month to the Employee at his or her option, provided Employee shall deliver to the Superintendent a self-addressed stamped envelope for this purpose.

E. EXTRA TEACHING PERIOD

Any Employee who is assigned an extra teaching period in addition to the normal teaching schedule at the level which he/she teaches shall be paid an additional pro-rata amount of his/her salary, unless other mutually agreeable arrangements are made. Assignment to a study hall period shall be considered a teaching period for this Article.

F. EXTRA DAYS

Any Employees whose contract days of assignment exceed the regular Employee work year (and whose position is not listed in Addendum "C") shall be compensated at his/her per diem rate. (Examples: Technology Coordinator; Mentor Coordinator)

## ARTICLE VIII

## SUPPLEMENTAL PAY

A. SUPPLEMENTAL DUTIES

An Employee performing the supplemental duties listed in Addendum "C" shall receive supplemental pay in the amount set forth in said Addendum "C". Only those supplemental duties listed in Addendum "C" shall entitle an Employee to supplemental pay. The Employer may establish additional supplemental duties positions and the supplemental pay to be received for such duties shall be negotiated between the Employer and the Association. The Association shall be notified within ten (10) days of the establishment of the additional supplemental duties.

B. TRAVEL EXPENSES

The Employer may require Employees to use their personal automobiles in the performance of their duties and shall reimburse the Employee for all such travel at the Board-approved mileage rate. An Employee required to teach in more than one building shall be reimbursed for travel from the initial building contacted each day to the other building(s).

C. COUNSELORS

Those Employees who are performing the duties of counselors shall be placed on the regular salary schedule, as set forth in Addendum "B". Each regular counselor shall receive supplemental pay of 5% of the base pay for the contract year. Counselors may be assigned extra days of work beyond the 193-day contract. In these cases, the counselor(s) will be compensated at his/her per diem rate.

D. NURSES

School nurses shall receive the same amount of teacher quality money as is the minimal contribution for any full-time teacher as long as teachers receive a contribution from the State of Iowa.



## ARTICLE IX

## ASSOCIATION DUES DEDUCTION

A. AUTHORIZATION

Any Employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board a signed document authorizing payroll deduction of professional dues. The form of the signed document shall be as set forth in Addendum "D". Such authorization must be filed with the Employer on or before October 25 and shall be effective on the November 5 payroll. An Employee hired after the beginning of the school year shall have sixty (60) days from his/her first day of employment to submit authorization for dues deduction. No late authorizations shall be accepted.

B. METHOD OF DEDUCTION

Pursuant to a deduction authorization, the Board shall deduct one-twentieth (1/20) of total dues from the regular salary check of the Employee each month for ten (10) months, beginning in November and ending in August of each year for those Employees who have filed authorization by the October 25 deadline.

Employees hired after the beginning of the school year shall have their total dues prorated on the basis of the remaining months of employment through August.

C. DURATION

Authorization for dues deduction for all Employees shall continue in effect from year to year unless revoked in writing by notice to the Board. The Board is under no obligation to make payments or transmittals if the authorization is revoked and any obligation which the Board has is valid only as long as there is an outstanding authorization.

D. TRANSMISSION OF DUES

The Employer shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular period.

E. INDEMNIFICATION

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders or judgments brought or issued against the Board under the provisions of this Article.

## ARTICLE X

### OTHER PAYROLL DEDUCTIONS

#### A. OTHER APPROVED PAYROLL DEDUCTIONS

Other approved payroll deductions shall be "tax-sheltered" annuities, credit union(s), U.S. Savings Bonds with a minimum of \$100.00 bonds, Wapello County United Fund, disability insurance or any other plans or programs jointly approved by the Association and the Employer.

#### B. MODIFICATION

An annuity shall continue in effect from year to year unless terminated or modified. Any annuity amount may be cancelled by giving thirty (30) days written notice to the Employer. The authorization may be modified with respect to the amount and/or the annuity company by filing a new authorization on or before December 1 for effect on the January 5 payroll or July 15 with effect on the following September 5 payroll.

#### C. CREDIT UNION AND UNITED WAY

Payroll deduction for the Credit Union may be initiated at any time during the school year providing the deduction request is submitted by the 15th of the month so that the deduction will be effective with the first pay period of the following month.

Payroll deductions for the United Way may be established each year during the campaign drive. These deductions shall be effective with the January 5 payroll.

## ARTICLE XI

## INSURANCE

The goal of the Personal Insurance Program is to provide benefits to the Employees of the Ottumwa Community School District. This program is a "cafeteria plan." Each eligible Employee of the Ottumwa Community School District has the opportunity to design a personalized benefit program that best meets the needs of his/her family. All plan coverage levels shall be available to all members of the self-funded insurance group. The plan provides the flexibility for the Employees to accept or reject each individual benefit offered except for the basic \$25,000 term life insurance which all Employees must elect. However, Employees whose initial year of employment is the 2001-2002 school year and thereafter, must also purchase at least a single health insurance plan, unless they can provide proof that they are covered by another employer's group health care plan.

The Personal Insurance Program provides the following benefits:

- ◆ Medical Insurance
- ◆ Dental Insurance
- ◆ Long-Term Disability Insurance
- ◆ Life Insurance
- ◆ Flexible Spending Accounts for  
Health Care Expenses  
Dependent Care

Each participant in the Personal Insurance Program is allocated a specific amount of money. The cost of the benefits are deducted from the Employer allocated specific amount of money. If the cost of the Employee selections is less than the allotted amount, the difference will be taken as a cash payment. If the cost of benefit selections is more than the allotted amount, the difference shall be deducted from the Employee's check each month.

It shall be the duty of the "Insurance Committee" to maintain, review, and design the insurance program offered to district Employees. The members of the "Insurance Committee" shall be members of the bargaining agents, and shall meet a minimum of once a month during the school year, or as often as needed. Representation on the "Insurance Committee" shall be proportional to the number of members in each bargaining unit.

Insurance fund "monies" collected by the district shall be kept in a special insurance fund account. Interest earned from the account will be credited back to the account.

In the event that the Ottumwa Community School District along with the representatives of all the collective bargaining units determine to end the self-funded insurance program:

- a. All health and dental claims accrued prior to the termination of the self-funded program shall be paid.

b. Any remaining fund in the insurance account will be:

1. Used to reduce premiums recommended by the new insurance carrier.

OR

2. Rebated to existing self-funded insurance participants.

#### A. COVERAGES

It shall be the responsibility of the Insurance Committee to recommend premium rates, coverages, provisions, terms and conditions of the Insurance Program. Committee recommendations shall be subject to approval by the Ottumwa Community School District Board of Education and the Executive Council of the teacher's bargaining group.

The voting rights for each group represented shall be as stated below. Teachers shall have seven (7) votes regardless of the number of teachers at any given meeting.

1 vote	Secretaries	1 vote	Administrators
1 vote	Associates	7 votes	Teachers
1 vote	Food Service	1 vote	Retired Teachers
1 vote	Custodians		

The foregoing notwithstanding, all Employees must choose \$25,000.00 term life insurance. All Employees whose initial year of employment is the 2001-2002 school year and thereafter, must also purchase at least a single health insurance plan, unless they can provide proof that they are covered by another employer's group health care plan. All other coverages may be purchased or refused by Employee as desired; provided, however, that the sum of all Employees' individual choices as a whole must meet the insurance carrier's requirements and comply with its regulations and conditions.

The Employer shall pay a cafeteria contribution to each full-time Employee a monthly amount of \$530.00 (Five Hundred Thirty and 00/100 dollars) to be applied toward the total premium cost of the coverages selected by the Employee. If the Employee elects to be covered by the Employer's group health plan and elects either single or two-person coverage, the Employer shall increase the monthly cafeteria contribution by an additional \$30.00 (Thirty and 00/100 dollars) per month. If the Employee elects to be covered by the Employer's group health plan and elects family coverage, the Employer shall increase the monthly cafeteria contribution by an additional \$60.00 (Sixty and 00/100 dollars) per month. Any premium cost of coverages selected in excess of said amount shall be paid by Employee and Employee shall authorize the deduction of said amount from his or her pay as herein provided.

In the event that Employee does not expend the total amount to be paid by Employer toward the total premium cost, then the amount remaining shall be made

available to the Employee under the provisions of Employee's Personal Insurance Program selections. In the event that said Employee Personal Insurance Program requires a minimum contribution and the amount remaining from Employer's contribution after election of coverages by Employee is not equal to said minimum contribution, then Employee shall authorize the deduction of such amount from his or her pay as will be necessary when added to said amount remaining to equal the minimum contribution.

That the costs, rates, benefits, terms and conditions of said coverages and of the annuity hereinabove referred to are as determined by the companies providing coverages and annuities and Employer shall have no responsibility therefor. Employer shall, however, prior to written election as provided herein, provide Employee with the monthly cost of each coverage for the year. It is the responsibility of each Employee to familiarize himself or herself with the terms, conditions and benefits of each coverage and of the annuity, and the Employer makes no representations or warranties express, implied or otherwise, regarding such said coverages and their costs, rates, benefits, terms or conditions.

In the event, after the written election as hereinafter provided, in the full judgment of insurance company or carrier an insufficient number of Employees has selected a particular coverage and said insurance company or carrier feels that it cannot economically offer that coverage, upon notification by said company or carrier said coverage shall be stricken from the terms of this agreement and shall not be required to be offered hereunder. Upon receiving such notification, Employer shall notify each Employee electing said coverage and said Employee shall refile its written election, purchasing other coverages not previously chosen or electing the amount expended in said coverage to be redirected as outlined in the Employee's Personal Insurance Program.

An election of benefits shall remain in effect until such time as notified by a written election on the form provided herein. Such modification must be submitted no later than July 15 and is subject to the terms and conditions of said coverages determined by the companies so involved. An Employee may discontinue coverage of any benefit at any time during the contract year. Reinsurance shall then be subject to the terms and conditions provided by the carrier.

The election and coverage shall take effect on the first day of the contract year. Any Employee hired for the contract year after the commencement of said contract year shall file a written election within ten (10) days of the date of hire. Benefits will take effect on the first day of the month following the month in which the Employee was hired.

#### B. LEAVE WITHOUT PAY

If permitted by the carrier or company providing coverage, the Employee may continue, at Employee's own expense, his or her insurance coverage or portion thereof elected hereunder during any extended leave under Article XIV or any leave under Article XIII(H).

C. EARLY RETIREMENT - INDIVIDUAL HEALTH INSURANCE

The Employer agrees to pay, for the duration of this contract, for each of five years, either an annual amount of \$3,500 to the Employee's insurance company, to the Employee, or a combination of these two options, who retires after age 55, provided the Employee shall have been employed by the District for fifteen (15) years or more. This five-year period shall be continuous and shall commence at the option of the Employee provided, however, the option shall commence at the beginning of the contract year, and, further providing, that the benefit shall be discontinued when the retiree completes the five-year term, qualifies for Medicare, or reaches age 65, whichever occurs first. In order to qualify for the above payment, the retiring Employee shall submit his or her resignation to the Employer no later than February 1 prior to the effective date of the resignation, which shall in all cases be the last day of the contract year.

D. LENGTH OF COVERAGE

All insurance coverage provided under this Article will terminate on the last day of the contract for any Employee who voluntarily terminates employment with the District (excluding those affected by Section C of this Article - early retirees) or for an Employee whose position is terminated by action of the District, except for those Employees who leave the District prior to the close of the in-school year, either by resignation or termination, in which case insurance will terminate at the end of the month the Employee resigns or is terminated.

E. MAINTENANCE OF BENEFITS

The levels of insurance coverage maintained by the District as set forth in this Article shall be maintained at the current level unless replaced by a comparable insurance coverage. Comparable insurance coverage shall be defined to mean a level of coverage that is equal to or better than the current level of insurance coverage maintained by the district.

## ARTICLE XII

## SICK LEAVE

A. DEFINITION

The Employee shall be allowed sick leave when unable to perform the duties of employment because of personal illness, injury or disability. In the event the Employee is absent due to personal injury, illness or disability for a period of more than five (5) days, the Superintendent may require the Employee to furnish a statement from a licensed physician stating that Employee was unable to perform such duties for the period of Employee's absence and that he/she is now able to return to work. The Superintendent may also require a doctor's statement at any time if there is a specific reason to believe sick leave is being abused. A copy of the Superintendent's notification, together with the stated reason for the same, shall be delivered to the Employee in question, with a copy of the same to be delivered to the Association. Failure to provide the statement in either of these situations will result in the loss of pay for the alleged disability.

B. ELECTIVE SURGERY

If the Employee's doctor is of the opinion that any elective surgery may be postponed or delayed until a vacation period, without injury or risk to the health or well being of the Employee, then the Employee shall not be entitled to sick leave for such elective surgery.

C. ACCUMULATIVE BENEFITS

The Employee shall be entitled to fifteen (15) days sick leave each school year as of the first official day of said school year, whether or not he/she reports for duty on that day, subject to the exception that the Employee on extended contract is allowed extra pro-rated days. The Employee who works the year round is to be allowed one and one-half (1 ½) days per month, or eighteen (18) days per year. Part-time Employees shall annually receive fifteen (15) sick leave days, which days shall be equal in length to their normal work day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Notification will be given annually by the end of October to each Employee as to the amount of sick leave used and as to the amount of sick leave accumulated.

D. WORKERS' COMPENSATION

In the event an Employee becomes ill or is injured in the course of employment, so as to qualify for Worker's compensation benefits, said Employee shall not be charged for the use of a sick leave day unless the Board shall pay to such Employee all benefits due such Employee pursuant to this Article without reduction therefore for any Worker's Compensation payments, if any there might be, also received by the Employee. In the event that the Board pays said injured or sick Employee only the difference between said

Employee's sick leave benefits and any Worker's Compensation benefits, then said Employee's sick leave shall be pro-rated accordingly. For example, if the Employee is entitled to sick leave benefits totaling \$100.00 per day and is paid Worker's Compensation benefits in the amount of \$66.67 per day and the Board pays the remaining balance of \$33.33, then the Employee shall be credited with using only \$33.33, (or 1/3) of his/her sick leave day.



## ARTICLE XIII

## TEMPORARY LEAVES OF ABSENCE

A. PERSONAL LEAVE WITH PAY

Each Employee shall be allowed one (1) day of personal leave with pay. The number of hours of pay shall be the designated number of hours assigned for said Employee at the beginning of the school year. Part-time Employees will be granted a day equal in length to their normal work day. The rate of pay shall be the base rate for said Employee. Said Employee, with the prior approval of the Employer and, except in an emergency, upon giving his or her supervisor twenty-four (24) hours notice, shall be entitled to take one (1) day personal leave.

No personal leave day shall be taken immediately prior to or immediately following a holiday or school vacation, unless the matter cannot be accomplished on any other day, or except where the total days required for the matter may be reduced if taken in conjunction with a holiday or school vacation. Personal leave may be taken on a one-half ( $\frac{1}{2}$ ) day basis. Each Employee shall receive credit for any unused personal leave in a twelve (12) month period as one (1) day sick leave, or portion thereof.

Employee may be excused by the principal at the conclusion of classroom hours to transact necessary business.

B. PERSONAL OR BUSINESS DAYS - WITH COST OF SUBSTITUTE DEDUCTED

1. Two (2) personal or business days may be taken without question if the Employee pays for the substitute. The Superintendent may allow additional personal or business days upon a showing by the Employee of reasonable need therefor. Personal or business days may be taken on a one-half ( $\frac{1}{2}$ ) day basis.

2. The Employee, if possible, shall notify the Superintendent or designee at least 24 hours in advance. No personal or business days may be taken immediately prior to or immediately following a holiday or school vacation, unless the matter cannot be accomplished on any other day, or except where the total days required for the matter may be reduced if taken in conjunction with a holiday or school vacation.

C. PERSONAL LEAVE WITHOUT PAY

Each Employee shall be allowed two (2) days of personal leave without pay. Part-time Employees will be granted a day equal in length to their normal work day. Said Employee, with the prior approval of the Employer and, except in an emergency, upon giving his or her supervisor twenty-four (24) hours notice, shall be entitled to take two (2) days personal leave without pay. Should the personal day(s) without pay be taken immediately prior to or immediately following a school vacation period or holiday, the

Employee shall forfeit such holiday pay. The Superintendent may allow additional personal or business days without pay upon a showing by the Employee of reasonable need therefor.

D. JURY DUTY

Any Employee called for jury duty during school hours shall be provided such time with no loss of pay to the Employee. Any fees, excluding mileage, the Employee receives during such leave shall be turned over to the Employer. Employee shall return to work if responsibilities are completed before 1:30 p.m.

E. COURT APPEARANCE

Whenever any Employee is required to appear in any judicial or administrative proceeding by Order of Court, the Employee shall be provided such time with no loss of pay. Any fees, excluding mileage, the Employee receives for such leave shall be turned over to the Employer. Employee shall return to work if responsibilities are completed before 1:30 p.m.

F. FAMILY ILLNESS, INJURY, DISABILITY OR DEATH

1. The Employee shall be granted, without loss of pay, a leave of up to an accumulated total of five (5) days per year for illness, injury or disability requiring the contact of a licensed physician or death of each of the following: husband, wife, parent, child, daughter-in-law, or son-in-law.
2. The Employee shall be granted, without loss of pay, a leave of up to an accumulated total of three (3) days per year for illness, injury or disability requiring the contact of a licensed physician, or death of each of the following: grandparent, grandchild, sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law.
3. The Employee shall be granted, without loss of pay, a leave of up to an accumulated total of three (3) days per year for illness, injury or disability requiring the contact of a licensed physician, or death of person of unusually close personal relationship or person for whom an Employee is responsible, interpretation of such relationship to be made by the Superintendent or designee.
4. The Superintendent may require a doctor's statement at any time if there is reason to believe this temporary absence under Paragraph F (1), (2), or (3) is being abused. Failure to provide the statement will result in loss of pay for the temporary absence.
5. In the event the Employee must travel more than three hundred (300) miles to the point of illness, injury or death, the Employee shall be allowed travel time, with pay, in addition to the date permitted under paragraph F.1., paragraph F.2., and paragraph F.3. above, for the distance in excess of three hundred (300) miles, based upon the fastest commercial means of travel available. If the Employee does not utilize the fastest commercial means of travel ordinarily available, the Superintendent may allow additional travel time, without pay, for the distance in

excess of three hundred (300) miles. Travel time, with pay, under the conditions of this paragraph and the provisions of F.1, F.2., and F.3., shall be granted only for weekday use. Further, travel time with pay shall not be granted following five (5) consecutive weekdays of pay under provisions of F.I.

6. In case of the death of any other relative or person of unusually close personal relationship, one-half (½) day of absence to be allowed without loss of pay for attendance at the funeral, at the discretion of the Superintendent or designee.

7. Prior notification to the Superintendent's office is required, when possible, in case of serious illness in the family and funeral attendance, in order that leave credit may be obtained. The Employee shall notify the office before returning to the classroom.

8. If additional family leave is needed by the Employee, the Employee may, at the Employer's discretion, trade two (2) personal sick leave days for one (1) family illness or bereavement day.

#### G. STATE AND NATIONAL MEETINGS

Up to twenty-four (24) person days shall be available for representatives of the Association to attend conferences, assemblies or other activities of the state and national affiliated organizations. For the actual number of days utilized for such purposes the Employer shall pay half of the cost of the substitute teacher(s) and the Association shall pay the other half of the cost of the substitute teacher(s).

#### H. PAID LEAVE

Other temporary leaves of absence with pay shall be granted at the discretion of the Superintendent or designee for good cause shown.

#### I. UNPAID LEAVE

An Employee who is unable to work because of personal illness, injury or disability; or illness, injury, disability or death of a member of his/her immediate family and has exhausted all leave available shall be granted, upon request, unpaid leave of up to one year, which may be renewed upon a written request by the Employee and with the approval of the Superintendent or designee.

Other temporary leaves of absence without pay may be granted at the discretion of the Superintendent or designee.

#### J. FAMILY MEDICAL LEAVE

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations issued implementing the Act. No provision of the Act is

diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

## ARTICLE XIV

## EXTENDED LEAVES OF ABSENCE

A. REASONS

The Board may, at its discretion, grant a leave of absence either with or without salary and/or credit for experience, to any bargaining unit Employee for the following reasons:

1. Teaching in a foreign country or in a domestic government program;
2. Military Service, as per Federal or State law;
3. Education leave or professional leave;
4. Any other good cause.

B. APPLICATION

Application should be made in writing on or before June 1 of each year.

C. DISCHARGE

If the Employee is granted an extended leave for a specific purpose and thereafter fails to pursue that purpose during the term of such leave, the Superintendent may revoke the leave. Notice of the revocation of the leave shall be mailed to the Employee, addressed to his/her last known address by certified mail, return receipt requested. Such notice shall advise the Employee to report for assignment to the classroom within fifteen (15) days as designated by the Superintendent and, in the event the Employee fails to so report, the Employee's contract will be discharged.

Any Employee who does not report for work at the termination of an authorized leave of absence shall be considered to have voluntarily quit.

D. NOTIFICATION

Any Employee granted a leave of absence for one (1) year shall notify the Superintendent by February 15 whether said Employee intends to return to teach for the following school year. Said notification shall be in writing and shall state whether the Employee intends to return to work or resign. A failure to give such notification by said time shall be treated as a resignation.

E. SABBATICAL LEAVE

1. Eligibility: Employees who have served for five (5) consecutive years in the Ottumwa Community School District shall be eligible for sabbatical leave for the purposes hereinafter set forth.

2. Basis and Procedure of Selection: Applications for sabbatical leave shall be submitted to the Superintendent or designee by February 1 for the following fiscal year. Applications shall be considered on the basis of the following, providing, however, that no more than five (5) Employees shall be granted sabbatical leave for any fiscal year and the granting of sabbatical leave shall be in the sole discretion of the Employer, to-wit:

- (a) Relative merits of reason for desiring leave;
- (b) Reasonable distribution of leaves among schools;
- (c) Previous leave of Employee;
- (d) Benefits inuring to the District.

3. Purposes:

(a) Academic Study: Applicants who submit a program of academic study for a sabbatical leave shall undertake a full program of at least 12 hours of graduate study per semester or the equivalent thereof (approved independent study, research at the graduate level). The program submitted shall be designed to increase the professional competency of the Employee. Employer shall have the right to request return of compensation paid as hereinafter provided in full in the event that the applicant does not receive 12 hours of credit for said study.

(b) Travel: Applicants who desire to travel must submit a complete statement of the proposed itinerary. Acceptable travel is defined as travel in foreign countries or other travel that will enrich the Employee's experience or understanding of other peoples and other cultures. Before returning to duty the Employee on sabbatical leave shall submit a satisfactory summary of his or her trip, together with a statement of the educational growth obtained through his or her experiences. Employer shall have the right to receive a return of all compensation paid if Employee does not render a satisfactory summary and statement as provided.

4. Length of Absence: The sabbatical leave shall be for not less than one (1) semester nor more than one (1) school year.

5. Compensation: An Employee on sabbatical leave shall receive as compensation an amount equal to the difference between his or her base contract salary and the base contract salary of the Employee hired by the District to replace the Employee taking sabbatical leave during the period of the leave. The compensation prescribed shall be paid in the same manner and at the same time as salaries are paid to other Employees and shall be subject to deductions as required by law. Compensation shall be based upon the salary schedule in effect for the period of leave.

6. Contract to Return: An Employee who accepts a sabbatical leave must sign a statement of intention to return to the school district for a period of at least two (2) years. The Employee shall be assured of some position with the District upon return, but the District shall not be required to place the Employee in the same position he or she left to enter upon sabbatical leave. The period of leave shall not be deemed an interruption of employment for seniority purposes and the period of leave shall be included for experience credit on the salary schedule. The Employee, as consideration for said granting of sabbatical leave, shall, if Employee through his or her own choice does not return as an Employee of the school district, reimburse the school district in full for all compensation paid hereunder. If the Employee returns for only one (1) year, Employee shall reimburse the school district one-half ( $\frac{1}{2}$ ) of the compensation paid hereunder. The school district, in its sole discretion, shall establish provisions governing the time of repayment and interest for over-due payments.
7. Periodic Progress Report: An Employee to whom sabbatical leave has been granted shall periodically report professional progress to the Superintendent or designee. If such reports are unsatisfactory the leave may be terminated at any time by the school district.
8. Effect on Benefits: An Employee on sabbatical leave shall retain status as a member of the Iowa Public Employee Retirement System if permitted by the regulations of said retirement system. The Employee may continue participation in the school district group insurance programs at Employee's own expense. No other benefits pursuant to any collective bargaining agreement shall accrue to the Employee during sabbatical leave, including but not limited to sick leave and personal days. However, as aforesaid, seniority and experience credit shall accrue.

## ARTICLE XV

## EMPLOYEE EVALUATION PROCEDURES

A. FORMAL EVALUATION

All Employees shall be formally evaluated at least once every three (3) years by the Superintendent, Executive Director of Personnel, Executive Director of Curriculum and Instruction, principal, assistant principal or supervisor. Any Employee receiving a marginal evaluation shall be evaluated the following year. A new Employee shall be formally evaluated at least once each semester. There shall be fifteen (15) work days between evaluations, unless otherwise requested by the Employee. The Employee shall be acquainted within the first school month of the evaluation procedures, standards and instruments to be used. The new Employee or transferred Employee assigned after the beginning of the year shall be acquainted with the evaluation procedures, standards and instruments within the first month of the new assignment. No evaluation shall take place until such orientation shall have been completed. The Employee shall be informed that a formal evaluation is taking place.

Evaluation of each Employee's work shall be to (a) improve the level of the instruction, (b) provide goals that are individualized for each Employee, (c) identification of any evidence of deficiencies, (d) suggestions for improvement or remediation, (e) establishment of reasonable time for correction or improvement of deficiencies, and (f) consequences should improvement not take place.

No formal written evaluation shall take place until an Employee has been observed for a full class period. The Employer and the Employee shall agree on the length of the class period.

Nothing in this section shall preclude additional observations for a full class period or less by an evaluator as defined in Article XV, ¶ B.

B. INFORMAL OBSERVATION

In addition to the formal evaluations provided in this Article, the principal, assistant principal, supervisor, Superintendent, Executive Director of Personnel, or Executive Director of Curriculum and Instruction, may make informal observations of the Employee whenever the Employee is in the performance of his/her duties, whether inside or outside of the classroom. The results of such informal observation shall be discussed in an informal conference and may be incorporated into the formal written evaluation, if not corrected.

C. EVALUATION REPORTS

The Employee shall be given a written copy of the evaluation report at least two (2) working days prior to any conference with the evaluator. This conference shall take place



no later than the end of the first semester and April 1 for probationary-status Employees. For non-probationary-status Employees, this conference shall take place no later than May 1. At this conference, the Employee shall receive a copy of the evaluation instrument. An Employee shall receive a copy of the criteria for staff development. The Employee shall have the right to place his/her own statements on the evaluation report and those statements shall become a part of the report. The evaluator or administration shall counsel the Employee regarding:

1. Improvement of the level of instruction;
2. Provision of goals that are individualized for each Employee;
3. Identification of any evidence of deficiencies;
4. Suggestions for improvement or remediation;
5. Establishment of reasonable time for correction or improvement of deficiencies;
6. Consequences, should improvement not take place.

Such counsel shall be noted in writing and an initialed copy retained by both parties. The Employee may request a re-evaluation following a negative evaluation and subsequent counseling.

#### D. EVALUATION TIERS

Evaluations reports and procedures will vary based on the tier in which a teacher is placed.

##### Tier I

Tier I Employees are in their first two years of teaching, new to teaching in Iowa or have been placed in Tier I.

- Formal Observations - Tier I Employees will be formally observed by their qualified evaluator at least once during the first semester of their first year and at least once during the first semester of their second year. Observations will be for one complete lesson or period and will be followed by a post-observation conference with the qualified evaluator within three working days.
- Portfolio Meetings - Tier I Employees will meet with their qualified evaluator at least once each year for the purpose of discussing progress on the development of the professional portfolio. One meeting shall take place during the second semester the first year. Another meeting shall take place prior to April 15 during the second year.

- Comprehensive Evaluation - At the end of the second year of Tier I, the Employee shall receive a comprehensive evaluation on the eight Iowa Teaching Standards. The written report of this evaluation shall be given to the Employee at least two working days prior to a comprehensive evaluation conference. Employees who meet all eight of the teaching standards shall be placed into Tier II and recommended to the Board of Educational Examiners (BOEE) for professional certification. Employees who do not meet all eight standards will be terminated, or at the discretion of the District, be given a third year of placement in Tier I.

## Tier II

Tier II Employees have successfully completed Tier I or have otherwise obtained professional certification in the State of Iowa.

- Formal Observations - Tier II Employees shall be formally observed at least once during the year in which they are to receive their summative evaluation. The observation shall be for a complete lesson or period and shall be followed by a post-observation conference with the evaluator within three working days.
- Career Performance Review (Summative Evaluation) - At least every three years, Tier II Employees shall receive a summative evaluation. Portfolios are not required as a part of the Tier II Performance Review. Rather, the Employee and the evaluator should work in collaboration to collect evidence of proficiency of the eight Iowa Teaching Standards. By May 15 and two days prior to a performance review conference, the Employee shall receive a written copy of the Career Performance Review.

## Tier III

Tier III or intensive assistance is for Tier II teachers who are not proficient in one or more standards:

### E. INTENSIVE ASSISTANCE

The Employer shall notify the Ottumwa Education Association of any Employees placed on Tier III (Intensive Assistance).

### F. APPEAL

The Employee may appeal the accuracy or fairness of the evaluation report to the Superintendent within three (3) school days after the conference with the evaluator.

G. PERSONNEL FILE

The Employer, or its administrative representatives, may not establish any separate personnel file. Each Employee shall have the right to review and reproduce any of the content from the personnel file pertaining to his/her own employment, except placement materials and letters of recommendation.

H. FORMAL COMPLAINT

The Employer shall notify Employee of a complaint filed against Employee if said complaint is to be placed in Employee's personnel file. Said notification shall be made at the time the complaint is placed in Employee's personnel file.

I. GRIEVANCE PROCEDURE

All Employees' evaluations are to be fair and accurate. An Employee shall have the right to grieve an evaluation on which he/she receives an unsatisfactory rating in any major evaluation component or an unsatisfactory on the overall evaluation.

J. EVALUATION COMMITTEE

There shall be an evaluation committee comprised of four (4) teachers selected by the Association and four (4) administrators, whose purpose will be to study evaluation procedures and bring recommendations to the Association and to the District.

## ARTICLE XVI

## PROCEDURE FOR TRANSFERS

A. TRANSFERS

After building assignments for upcoming in-school year have been officially made, movement of an Employee to a different assignment, grade level, subject area or building shall be considered a transfer.

B. VOLUNTARY TRANSFERS: An Employee-requested transfer.

1. An Employee who desires a transfer may file a written statement with the Office of Human Resources. The foregoing shall not be construed in such a way as to prohibit the Employer from directing the work of its public Employees.

- a. Any Employee who is hired beginning with the 2004-2005 school year to teach in a special education assignment and is in the first two years of that assignment may be denied the right to transfer into a regular education position for one year.
- b. Any Employee who is involved in any phase of intensive assistance may transfer only at the discretion of the Employer.
- c. Any Employee who is hired beginning with the 2004-2005 school year and is hired to teach special education as a result of having obtained a conditional license may be denied the right to transfer from that position until such time as the conditions for a professional license have been met.

2. In order to give all Employees a chance to apply for a transfer, any position open as a result of a resignation, termination or transfer that is to be filled by a permanent Employee shall be posted.

If a vacancy occurs on or after the first contract day for new certified staff, the Office of Human Resources shall make available a list of teaching vacancies that exist in the District as they occur. Such notification shall be made known through the Superintendent's Bulletin.

3. If a vacancy occurs after the closing of the in-school year and before reopening in the Fall, it shall be listed in the Ottumwa Courier. Notification will also be sent to the Ottumwa Education Association and to each Employee who has filed stamped, self-addressed envelopes with the Office of Human Resources for the express purpose of receiving notification of specific vacancies. Vacancies may be filled after five calendar days following the publication in the Ottumwa Courier.

Providing, however, that in the event said vacancy occurs between August 1 and the first contract day for new certified staff of any calendar year, vacancies may be filled after three calendar days following publication in the Ottumwa Courier. If said third or said fifth day falls on Saturday, Sunday or a holiday, the posting period will be extended to 11:00 a.m. on the day following the holiday.

4. If more than one Employee applies for the same position under the above condition, the Employee who is certified for the position with the greatest seniority shall be eligible to transfer. Unless otherwise approved by the District, only employees with a middle school endorsement or a secondary endorsement in the field will be considered for a middle school vacancy.

5. The transfer will be effective after the Employee has had an interview with the principal concerned.

6. An Employee may request any number of voluntary transfers after assignments are made, but may not be granted any more than two (2) actual voluntary transfer assignments. Providing however, that if a vacancy occurs on or after the first contract day for new certified staff and before the end of the first semester, said vacancy shall be filled with a professional certified person, who shall become an Employee.

If the vacancy occurs during the second semester, said vacancy shall be filled with a long-term substitute. On or about March 1 of that school year the position(s) filled by long-term substitute(s) shall be posted and held open for at least five (5) days after filing notice, providing that said position(s) remains. The award will be effective at the next school year.

7. If an Employee's request for transfer is denied, he/she shall receive a prompt written notice.

8. Administrative and supervisory vacancies will be listed in the Superintendent's bulletin. Notification will be sent to the Ottumwa Education Association and to each Employee who has filed stamped, self-addressed envelopes with the Office of Human Resources for the express purpose for receiving notification of such vacancies.

C. INVOLUNTARY TRANSFER: An administrative or board-initiated transfer.

1. Due to the Elimination of a Position at a Building

a. If a position is eliminated in a particular building, and if an Employee must be transferred to another building, the Employer will seek a volunteer to move to another building.

b. If a volunteer is not found, then the Employee with the least system-wide seniority shall be involuntarily transferred. If the least senior person cannot be transferred because of the certification he/she has or does

not have, then the next least senior person will be involuntarily transferred, and so on until the transfer takes place.

c. An Employee who volunteers to move to another building must follow the procedures set forth in Section B of this Article.

2. Due to Staff Reduction in the District

a. Employees whose teaching contracts have been terminated for staff reduction purposes by the Board of Education will be able to seek a voluntary transfer according to procedures set forth in Part B of this Article until August 20, which is the effective date of the termination.

b. After August 20 Employees whose contracts have been terminated for staff reduction purposes will be recalled to positions for which they are certified. Whenever this agreement provides that vacant positions be posted so that current Employees can request voluntary transfers, these procedures will be followed. Employees on the recall list will be recalled to positions to which no current qualified employees have requested a transfer.

3. The provisions of paragraph B shall be implemented to allow for voluntary transfer before an involuntary transfer is made.

4. The Superintendent or designee shall inform the Employee in writing of the reason for the transfer.

5. If the Employee requests, the Employee may have a personal conference with the principal and the Superintendent or designee on the reasons for transfer and such conference shall be held within five (5) school days of the request by the Employee. The transfer shall not become effective until such conference has been held.

6. Notice of an involuntary transfer shall be given in writing to the Employee and the Ottumwa Education Association five (5) days prior to the effective date of transfer. This notification/effective waiting period, or any portion thereof, may be waived by the involuntarily transferred Employee.

7. No Employee shall be transferred involuntarily without good cause and definite reason and the Board, or their administrative representatives, shall show cause and state reasons in writing for the involuntary transfer.

8. A list of open positions in the School District shall be made available to all Employees being involuntarily transferred. Such Employees may request the positions by ranking their first three (3) choices in order of preference to which they desired to be transferred.

9. In the event an involuntary transfer becomes a matter of grievance, such Employee transfer shall take effect until the grievance is filed.

D. SCHOOL CLOSING

In the event a school closes, the staff reduction shall occur before assignments are made or transfers become effective.

## ARTICLE XVII

## PROCEDURE FOR STAFF REDUCTION

A. LAYOFFS

1. In the event the Employer determines that Employees must be laid off, the Employer shall attempt to accomplish the necessary staff reduction through attrition. Those Employees with emergency or temporary certification shall be laid off first. Employees with less than two years continuous employment in the District shall be laid off next. If further reductions are necessary and if the Employer determines qualifications are equal, seniority shall prevail and specific written reasons shall be given to the Employee. The Employee shall have all the rights granted under Section 279.13-19 of the Code of Iowa.

2. Nothing in this article shall preclude the Employer from non-renewing or terminating an Employee's contract for serious and uncorrected deficiencies, as identified through Employee evaluation (Article XV) and as given to the Employee in writing.

3. The Employer may retain an Employee who would otherwise be subject to reduction under this procedure if there is no other Employee certified to maintain an existing program.

B. NOTIFICATION

The Employer shall provide written notice as soon as possible, but not later than April 30th, to each Employee who may possibly be laid off. The Employer shall provide the Association annually with a current list of laid-off Employees eligible for recall.

C. RECALL

Any Employee laid off, pursuant to this Article, shall have recall rights to any position for which he/she is or may become certified through the twenty-sixth (26th) month from the effective date of his/her lay-off. Said Employee shall be recalled to available positions in inverse order of lay-off. The effective date of lay-off shall be August 20, following the close of the last in-school year for which the Employee was employed. Upon recall, the Employee shall be placed on the step in the salary schedule at which he/she would have been placed for the in-school year immediately following the effective date of lay-off and then granted any additional advancement for teaching experience in another school obtained during the lay-off and for college credits earned during the period of lay-off, as specified in Paragraph C3 of Article VII of the Master Contract.



D. NOTIFICATION OF RECALL

Whenever an Employee shall have the right to recall, the Employer shall notify the Employee of the right to recall and the position to which he or she is being recalled by certified mail, addressed to the Employee's address on file in the office of the Superintendent. An Employee's failure to respond affirmatively by certified mail within five (5) calendar days after receipt of such letter shall result in the termination of the Employee's right of recall hereafter.

## ARTICLE XVIII

## HEALTH PROVISIONS

Each Employee at the beginning of service and at such regular intervals thereafter as may be prescribed by the Employer, the State Board of Public Instruction or the Iowa Code, shall have a medical examination of the type and nature required and prescribed by the State Board of Public Instruction in Chapter 3, Section 3.4(14) of the Administrative Code of the State of Iowa or any successor regulation thereof, and shall file with Employer a written report from the person making said examination, certifying that such Employee has fitness to perform the tasks assigned him/her. Said examination shall also include a test for tuberculosis. Current District health insurance provides for a physical at no cost to the Employee. In the event that an employee is not covered by the District's insurance coverage, or there is an amount not covered by the District's insurance coverage, and if a cost is incurred by the Employee, the District shall pay up to \$35 towards the cost of the physical. Any excess charge shall be the sole responsibility of the Employee.

## ARTICLE XIX

### SAFETY PROVISIONS

#### A. PROTECTION OF EMPLOYEES, STUDENTS, PROPERTY

1. Use of Reasonable Force: Any employee may, within the scope of his/her employment and pursuant to the existing policy of the Employer, use and apply such amount of force as is reasonable, necessary and lawful to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the student; for the purpose of self-defense, and for the protection of persons or property.
2. Report Assaults: Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police.
3. Safe Place of Employment: The Employer shall endeavor to provide and maintain a safe place of employment. All Employees shall endeavor, in the course of performing the professional duties associated with their employment, to be alert to unsafe practices, equipment or conditions and to report any such unsafe practices, equipment or conditions to their immediate supervisors.

## ARTICLE XX

## RIGHTS OF THE PARTIES

A. ASSOCIATION RIGHTS

## 1. Use of Facilities

The Association shall have the right to make use of school buildings and facilities of the Employer outside the in-school work day, provided such meetings in no way interfere with use by the Employer or any previously scheduled use by any other organization. Any expenses to the Employer resulting from such meeting will be borne by the Association. As appropriate, such meeting will be scheduled with the Superintendent's office or principal's office.

## 2. Communications

The Association shall have the right to use faculty mail boxes and e-mail for announcements relating to the conduct of Association business on behalf of members of the Association. Distribution procedures are to be mutually agreed upon by the Association and the Superintendent or designee.

## 3. Bulletin Board Space

The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and all material posted will relate only to the Association's official business as negotiating agent of the teaching staff.

## 4. Leave of Absence

If a member of the Association becomes a full time state or national officer of the Association, he or she shall be granted, upon request, an unpaid leave of absence for not to exceed one year and shall receive credit toward annual salary increments. The Employer shall allow such Employee to remain part of the retirement system and to make regular contributions.

B. BOARD RIGHTS

## 1. Direct the work of its public employees.

## 2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.

3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

## ARTICLE XXI

## GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance: A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.
2. Aggrieved Person: An "aggrieved person" is the Employee or Employees or the Association making a complaint.
3. Party in Interest: A "party in interest" is the Employee or Employees making the complaint and any person, including the Association or the Employer, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Employees. Both parties agree that these proceedings will be as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Year End Grievance: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) calendar days thereafter.
3. Level One - Principal or Immediate Supervisor (informal):
  - a. An Employee with a grievance shall first discuss it with his/her principal or immediate supervisor within ten (10) school days after the aggrieved Employee has knowledge of such occurrence. This discussion may be with or without the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two - Principal (formal):

a. If, as a result of the informal discussion with the principal or immediate supervisor at level one, a grievance still exists, the aggrieved person may invoke the formal grievance procedure, either individually or through the Association, on the form set forth in Addendum "E". The grievance form shall be available in the office of each principal or building representative and said form shall be signed by the aggrieved party. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor within twenty (20) school days from the time of the level one meeting. If the grievance involves more than one school building, it may be filed with the Superintendent or designee.

b. The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within three (3) school days of the presentation of the formal grievance and shall furnish a copy thereof to the individual aggrieved party and the Association.

c. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the three (3) school day period, the grievance shall be transmitted to level three. If the aggrieved person does not respond within the five (5) school day period, the matter shall be dropped.

5. Level Three:

a. The Superintendent or designee shall meet with the aggrieved person and the Association within three (3) school days of receipt of the grievance. Within five (5) school days of receipt of the grievance the Superintendent or designee shall indicate his/her disposition in writing and shall furnish a copy thereof to the Association.

b. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within five (5) school days of receipt of said grievance, the aggrieved person may transmit the grievance to level four. If the aggrieved person does not respond within a five school day period, the matter shall be dropped.

6. Level Four:

a. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

b. Within ten (10) school days after written notice to the Employer of submission to arbitration, the Employer and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the PER Board by either party within fifteen (15) school days after written notice to the Employer of submission of grievance to go to arbitration. The list shall consist of seven (7) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) days. The other party shall remove one of the names remaining in one day and continue in this manner until one name remains. The person whose name remains shall be the arbitrator.

c. The arbitrator, so selected, shall confer with the representatives of the Employer and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearings or, if oral hearing has been waived, then from the date the final statements and proofs on the issues are submitted to him or her, the arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Employer and the Association and shall be final and binding on the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Employer and the Association. Any other expenses incurred shall be paid by the party incurring the same.

e. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provision of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to him/her in writing by the Association and the Board and shall have no authority to make a decision on any other issue not so submitted. Consistent with these provisions, the award of the arbitrator shall be final and binding on the parties.

#### D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Employee and Association: Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or his/her own selected representative, or at his/her option, by a representative selected or approved by the Association. When an Employee is not represented by the Association, the Association shall have the right to be present at all levels.



2. Released Time: When it is necessary for an aggrieved person or an Association representative to be present at a meeting with the Superintendent at level three or before a hearing before the arbitrator at level four of the grievance procedure during the work day, said aggrieved person and representative shall be released without loss of compensation.

3. Meetings and Hearings: All meetings and hearings under this procedure shall be conducted in private in the presence of the parties in interest and their designated or selected representatives hereto referred to in this Article and shall include only the witnesses in said matter. Record of the proceedings may be taken electronically, or otherwise, by either party.

4. Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

## ARTICLE XXII

## COMPLIANCE CLAUSES AND DURATION

A. SEPARABILITY

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

B. PRINTING AGREEMENT

Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the agreement is signed. The Agreement shall be presented to all Employees now employed, hereafter employed or considered for employment by the Board and the Association shall be provided with fifty (50) additional copies.

C. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at 422 McCarroll, Ottumwa, Iowa
2. If by Board, to Ottumwa Education Association, Unit 9, 106 North Court, Ottumwa, Iowa

D. DURATION PERIOD

This agreement shall be effective as of August 21, 2005, and shall continue in effect until August 20, 2007.

This agreement shall automatically continue in full force and effect for equivalent periods, except as may be amended, modified or substituted under the procedure set forth in Article II, "Procedure for Negotiations".

## ARTICLE XXIII

## SENIORITY

(Provision under this Article shall be used for staff reduction and as prescribed in Article XVI and Article XVII)

A. SENIORITY LIST

Seniority shall be district-wide and a seniority list shall be established. The seniority list shall include the name of each Employee, including probationary Employees (except that such inclusion shall not grant seniority to the probationary Employees and is for information only), the years of service based on the earliest date of continuous employment (the date Employee signed individual contract issued at the beginning of continuous employment), the certification awarded by the Iowa Department of Public Instruction (to include the highest degree obtained, the endorsements and approval areas.)

B. CHANGES IN SENIORITY LIST

Changes, if any other than caused by the passage of time, in the official seniority list shall be made yearly by the Employer and shall be posted on or before November 1 of each year. Such changes shall be posted in the administration building and a copy will be sent to the President of the Ottumwa Education Association by certified, return-receipt requested mail and additional copies shall be posted in each school building. Such changes in the official seniority list, unless challenged on or before November 21 of the contract year of posting, shall be final and shall be incorporated into the official list, which shall then become the new official seniority list. If such posting is delayed, the time within which challenges to the seniority list may be made shall be extended to twenty (20) days following the date of the delayed posting. After the challenge period expires, a copy of such new official seniority list shall be posted at the administration building; a copy will be sent to the President of the Ottumwa Education Association by certified, return-receipt requested mail; and additional copies shall be posted in each school building.

C. CONTINUOUS EMPLOYMENT

Seniority shall be defined as continuous employment. Continuous employment, for the purposes of seniority, shall include all continuous employment for the Ottumwa Community School District in the capacity of an Employee, as defined in Article I, Section B(2).

D. ACCRUAL OF SENIORITY

In any one fiscal year Employees shall accrue a maximum of one (1) year's seniority for all services performed. A full year of seniority shall be granted for any part of a school year more than one (1) semester up to a full fiscal year. A half ( $\frac{1}{2}$ ) year of seniority shall be granted for one (1) semester, or major fraction thereof. Seniority shall continue to accrue while on paid leave of absence and while on military leave of absence.

E. RETAINED SENIORITY

Any Employee who has previously taught in the District and has remained in the employ of the District and/or any Employee covered by this Agreement who has accepted or in the future accepts a position with the Employer outside of the bargaining unit shall retain the seniority earned while teaching or as a member of the bargaining unit.

If the Employee desires to return to the bargaining unit and employment under this or any future Agreement, and the Employee has not been outside of the bargaining unit for more than eight years, said Employee shall, upon request, be placed upon the recall list at the appropriate point for the seniority retained; and upon recall, said Employee shall be placed on the bargaining unit seniority list at the appropriate point for the seniority retained.

If the Employee has been outside the bargaining unit for more than eight (8) years, then, for recall purposes only, the Employee shall be deemed to have no retained seniority except for determining priority for recall among Employees who have been outside the bargaining unit for more than eight (8) years. Such Employee, or Employees, may then be recalled under the terms of this Agreement as if laid off with no seniority. Once recalled, however, the Employee shall be placed on the bargaining unit seniority list at the appropriate point for his/her retained seniority.

Nothing in this Section shall be construed as authorizing the District to terminate an Employee in the bargaining unit for the sole exclusive and express purpose of giving employment within the unit to a District Employee presently outside of the unit.

F. FURTHER ACCRUALS

Seniority shall continue to accrue while on paid sick leave, but shall be frozen at the end of the semester in which the paid sick leave is exhausted. Seniority accumulation shall resume when the Employee returns to work. Seniority shall continue to accrue while on leaves for teacher exchange programs. Seniority shall continue to accrue while on unpaid leave for less than one (1) semester. If any Employee is granted unpaid leave for a semester or more, seniority shall be frozen at the end of the semester in which the Employee last worked and shall resume upon returning to work. Seniority shall be accrued at the rate of one-half ( $\frac{1}{2}$ ) a year for half time teachers. Those teaching less than half ( $\frac{1}{2}$ ) time shall receive no seniority; those teaching more than half ( $\frac{1}{2}$ ) time shall receive a full year's seniority. Seniority shall not accrue during the probationary period, but seniority shall be credited retroactively at the conclusion of the probationary period. Seniority shall continue to accrue during layoffs.

G. DETERMINATION WHEN SENIORITY EQUAL

When seniority between or among Employees is equal, ranking of those Employees shall be determined by the drawing of lots.

## ARTICLE XXIV

## EARLY RETIREMENT BENEFIT

When, in the judgment of the Employer and at the Employer's sole discretion, the Employer determines to make an early retirement offer to Employees, Employees who elect to accept said offer will receive an early retirement benefit, as more particularly hereinafter provided. If benefit is extended, it will be offered to all eligible Employees during that given year. The Employer shall make this announcement no later than October 1 of the current contract year.

A. That the Employer, in making said offer, will provide a supplemental benefit for those Employees electing to accept said offer and who:

(1) are otherwise eligible for the receipt of Iowa Public Employees Retirement System early retirement benefits pursuant to Chapter 97B of the 1983 Code of Iowa, as amended; and

(2) wish to voluntarily retire from service in the Ottumwa Community School District and have been employed by the Ottumwa Community School District for period of seven (7) consecutive years or more.

B. That this supplemental benefit is intended as a partial offset of the reduction of normal retirement benefits provided in Chapter 97B of the 1983 Code of Iowa, as amended, and is intended to be exclusively treated as a separation benefit because of early retirement.

C. When an early retirement offer is made, an Employee may select benefits as provided hereunder or an Employee may select the Early Retirement-Individual Health Benefit as outlined in Article XI(D) of the current contract, but under no circumstances may the Employee select both such benefits. Election of one benefit shall exclude the Employee from selecting the other.

D. On July 1, of the calendar year in which the Employee accepts the benefit, said Employee will receive the benefit payment less any applicable state or federal withholding. The benefit shall be a percentage of the difference between the Employee's place on the salary schedule for the school year in which payment is made and the salary schedule associated with BA, Step 2, of the same salary schedule. Such benefit percentage shall be correlated to the reduction in normal retirement benefits because of early retirement, as calculated under Section 97B.50 of the 1983 Code of Iowa, as amended, and shall be as follows:

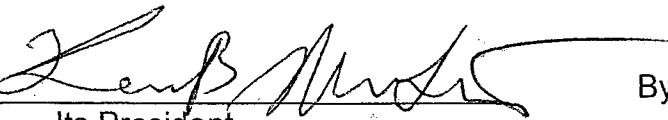
Reduction in Normal Retirement Benefits	Benefit Percentage
.7% to 3.0%	60%
3.1% to 6.0%	70%
6.1% to 9.0%	80%
9.1% to 24.0%	90%
24.1% and greater	100%


E. If the reduction in normal retirement benefit percentages according to Section 97B.50 of the 1983 Code of Iowa be amended, the preceding schedule shall be altered to reflect such amendment or change.

F. That, in order to qualify for the above payment, the retiring Employee shall submit his or her written resignation to the Employer no later than February 1 prior to the effective date of resignation, which shall in all cases be the last day of the contract year.

OTTUMWA EDUCATION ASSOCIATION

OTTUMWA BOARD OF EDUCATION

By   
Its President

By   
Its President

By   
Its Chief Negotiator

By   
Its Chief Negotiator

ADDENDUM "A"ORDER OF CERTIFICATION

Now on this 11th day of June, 1975, the Board being advised that an election was conducted on May 13, 1975, pursuant to order of the Public Employment Relations Board and that Ottumwa Education Association, an Employee organization, received an affirmative vote of a majority of Employees in the bargaining unit, the Board having further found that the aforesaid Employee organization has fully complied with all regulations of the Public Employment Relations Act and the rules and regulations thereunder.

IT IS HEREBY ORDERED BY THE BOARD that Ottumwa Education Association should be and hereby is designated and certified by this Board to be the exclusive bargaining representative for the Employees of Ottumwa Community School District, a public Employer, in the following bargaining unit:

INCLUDED: All professional, self-contained classroom teachers and itinerant teachers who are full or part-time Employees who are under contract or serving under letters of appointment, Education teachers, Vocal Music teachers, Remedial Reading teachers, all Title Program teachers, Special Education Teachers, Learning Disabilities teachers, Occupational Therapists, Physical Therapists, Community School Program Staff, Foreign Language teachers, Vocational Technical Staff, Hearing Impaired teachers, Career Education teachers, Socially Maladjusted teachers, Physical Education teachers, Office Education teachers, and Department Heads, Audio-Visual Specialists, Librarians, Nurses, Coaches, Guidance Counselors, and Guidance Director.

EXCLUDED: Superintendent, Administrative Assistant - Personnel, Director of Curriculum, K-12, Business Manager, Principals, Assistant Principals, Supervisors of Instrumental Music, Elementary Music, Art, Industrial Arts, Physical Education and Gifted and Talented. Director of Activities and Substitute Teachers and all other persons excluded by Section 4 of the Act.



ADDENDUM "B"SALARY SCHEDULE #1 - TEACHERS

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+45/MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60/PhD</u>
1	107.00%	111.00%	118.00%	123.00%	128.00%	134.00%	140.00%
2	108.67	112.92	119.83	125.42	131.00	137.25	143.50
3	110.33	114.83	121.67	127.83	134.00	140.50	147.50
4	112.00	116.75	123.50	130.25	137.00	143.75	150.50
5	116.00	121.00	128.00	135.00	142.00	149.00	156.00
6	120.00	125.25	132.50	139.75	147.00	154.25	161.50
7	124.00	129.50	137.00	144.50	152.00	159.50	167.00
8	128.00	133.75	141.50	149.25	157.00	164.75	172.50
9	132.00	138.00	146.00	154.00	162.00	170.00	178.00
10	136.00	142.25	150.50	158.75	167.00	175.25	183.50
11	140.00	146.50	155.00	163.50	172.00	180.50	189.00
12		150.75	159.50	168.25	177.00	185.75	194.50
13		155.00	164.00	173.00	182.00	191.00	200.00
14			168.50	177.75	187.00	196.25	205.50
15			173.00	182.50	192.00	201.50	211.00
16			177.50	187.25	197.00	206.75	216.50
17					202.00	212.00	222.00
18							227.50
19							233.00

Increments:

4%	4.25%	4.5%	4.75%	5%	5.25%	5.5%
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ADDENDUM "B" (con't)  
SALARY SCHEDULE #2

## Teachers

2005-2006: \$24,683 Base (INCLUDES PHASE II)

Step	BA	BA+15	BA+45/MA	MA+15	MA+30	MA+45	MA+60/Phd
1	26,411	27,398	29,126	30,360	31,594	33,075	34,556
2	26,822	27,871	29,578	30,957	32,335	33,877	35,420
3	27,234	28,344	30,031	31,553	33,075	34,680	36,284
4	27,645	28,817	30,484	32,150	33,816	35,482	37,148
5	28,632	29,866	31,594	33,322	35,050	36,778	38,505
6	29,620	30,915	32,705	34,494	36,284	38,074	39,863
7	30,607	31,964	33,816	35,667	37,518	39,369	41,221
8	31,594	33,014	34,926	36,839	38,752	40,665	42,578
9	32,582	34,063	36,037	38,012	39,986	41,961	43,936
10	33,569	35,112	37,148	39,184	41,221	43,257	45,293
11	34,556	36,161	38,259	40,357	42,455	44,553	46,651
12		37,210	39,369	41,529	43,689	45,849	48,008
13		38,259	40,480	42,702	44,923	47,145	49,366
14		39,308	41,591	43,874	46,157	48,440	50,724
15			42,702	45,046	47,391	49,736	52,081
16			43,812	46,219	48,626	51,032	53,439
17			44,923	47,391	49,860	52,328	54,796
18					51,094	53,624	56,154
19							57,511
20							58,869

Longevity: Longevity of \$450 for the following steps: BA+15, Step 14; BA+45/MA, Step 17; MA+15, Step 17; MA+30, Step 18; MA+45, Step 18; MA+60, Step 20. Employees will receive longevity when they have been on the above steps one year.

National Board Certification: Any certified staff member with National Board Certification will receive an additional amount equivalent to longevity pay.

Increments:

B.A.	4%	M.A.+30	5.00%
B.A.+15	4.25%	M.A.+45	5.25%
B.A.+45/M.A.	4.50%	M.A.+60/PhD	5.50%
M.A.+15	4.75%		

(For 2006-2007 school year, the total package increase shall be the District's new money percentage plus .875% but not less than 4% or more than 6.5%. Total package increase shall include wages, FICA, IPERS, and insurance.)

ADDENDUM "C"  
SUPPLEMENTAL PAY SCHEDULE  
OTTUMWA COMMUNITY SCHOOLS, OTTUMWA, IOWA

The Supplemental pay for extra duties performed shall be a percentage of the base pay of Addendum "B".

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BOYS' ATHLETICS

Baseball

Summer Head	17.0%
Summer Assistant	9.0%

Basketball

Head	20.0%
Assistant	12.0%
8th	6.0%
7th	6.0%

Cross Country

Head	8.0%
Both Boys and Girls	10.0%
Asst. Boys and Girls	6.0%
7 <sup>th</sup> & 8 <sup>th</sup> (Boys & Girls) (one coach)	5.0% (See Girls Cross Country)

Football

Head	20.0%
Assistant	12.0%
8th, 7th	7.0%

Golf

Head	9.0%
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Soccer

Head	11.0%
------	-------

Swimming

Head	15.0%
Assistant	8.0%

Tennis

Head	9.0%
Both Boys & Girls (one coach)	15.0%
Asst. Boys & Girls (one coach)	6.5%

Track

Head	15.0%
Assistant	8.0%
8th, 7th	5.0%

Wrestling

Head	18.0%
Assistant	11.0%
7th/8th (full season)	9.0%
7th/8th (split season)	6.0%

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 GIRLS' ATHLETICS
 

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Basketball

Head	20.0%
Assistant	12.0%
8th	6.0%
7th	6.0%

Cross Country

Head	8.0% (See Boys' Cross Country)
Both Boys and Girls	10.0%
Asst. Boys and Girls	6.0%
7th, 8th (Boys & Girls) (one coach)	5.0%

Golf

Head	9.0%
------	------

Soccer

Head	11.0%
------	-------

Softball

Summer Head	17.0%
Summer Assistant	9.0%

Swimming

Head	12.0%
------	-------

Tennis

Head	9.0%
Both Boys & Girls (one coach)	15.0%
Asst. Boys & Girls (one coach)	6.5%

Track

Head	15.0%
Assistant	8.0%
8th, 7th	5.0%

Volleyball

High School Head	12.0%
High School Ass't.	7.0%
8th, 7th	5.0%

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MUSIC

## Instrumental - High School

Orchestra	7.0%
Marching Band (when not handled by supervisor)	10.0%
Assistant Marching Band	4.0%
Jazz Band	6.0%
Pep Band	4.0%

Musical	3.0%
Instrumental - Jr. High	
Band	4.1%
Orchestra	3.6%
Jazz Band	4.1%
Instrumental - Elementary	4.1%
Elementary Honor Band	4.7%
Elementary Orchestra	3.6%
Vocal Music	
High School	7.0%
Musical	3.0%
Swing Choir	3.0%
Vocal Music - Jr. High	4.1%
Vocal Music - Elementary	2.5%

#### OTHER HIGH SCHOOL ACTIVITIES

Argus Annual	12.2% (includes Camera Club)
Argus News***	12.2% (includes Quill and Scroll Club)
Art	4.0%
Audio Visual	
Extracurricular	6.0%
AV Club	2.0%
Cheerleader Coaches	
Head	17.0%
Assistant	11.0%
Class Sponsors	1.0%
Computer Club	2.0%
Department Heads	
6 or more members	6.0%
5 or less members	3.0%
Dramatics*	12.2% (includes Drama Club and Thespians)
Drama-Musical	2.0%
Drill Team	7.0%
K-9 Club	2.7%
Light and Sound, Mgr.	16.0%
Industrial Technology	
Coordinator	4.0%
International Club	3.0%
Intramural Basketball	
Co-directors	3.0%
SADD	3.0%
School Printing	3.3%
Science Club	3.6%
Shark Club	4.0%
Speech and Debate	
Head	18.0%

Assistant	11.0%
Stage Assistant**	7.0%
Student Council	20.0%
Torch Club	6.0%
Weight Lifting	
Winter	4.0%
Spring	4.0%
Summer	
Head	6.0%
Assistant	4.0%

\*Minimum of three full-length (2-3 acts) plays per year

\*\*Minimum of three full-length (2-3 acts) plays per year

\*\*\*Minimum of four papers per year.

#### OTHER JUNIOR HIGH ACTIVITIES

Art Club	4.0%
Audio Visual	4.1%
Cheerleading	
Head	9.0%
Assistant	6.0%
Department Heads	
9 or more members	5.0%
6-8 members	4.0%
3-5 members	3.0%
Dramatics	4.1%
Student Council	
Head	5.0%
Assistant	2.5%
Yearbook	5.0%
Newspaper	4.1%

#### MISCELLANEOUS

Curriculum writing	.110% of base pay per hour
Head Nurse	1.0%
Summer School Teaching	.110% of base pay per hour
Safety Patrol Club	1.5%
Student Assistance Team (High Density, 7.0% 50% + Free/Reduced Lunch)	
Student Assistance Team (Low Density, 3.0% Less than 50% Free/Reduced Lunch)	

ADDENDUM "D"--Dues and Other Payroll Deductions

I, \_\_\_\_\_, authorize the Ottumwa Community School District to deduct from my earnings on a semi-monthly basis an amount sufficient to provide for the regular payment of the current rate of annual dues established by the National Education Association, the Iowa State Education Association, and the Ottumwa Education Association. This deduction may also include other contributions as indicated on my Membership Enrollment form. This form is on file with the Ottumwa Education Association. This authorization shall remain in effect unless terminated by the Employee by giving 30 days written notice to the Employer.

ADDENDUM "E"GRIEVANCE REPORT

# \_\_\_\_\_

\_\_\_\_\_  
Date Filed\_\_\_\_\_  
School District\_\_\_\_\_  
Building\_\_\_\_\_  
Name of Aggrieved PersonDistribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

LEVEL II

A. Date Violation Occurred \_\_\_\_\_

B. Section(s) of Contract Violated \_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_D. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
SignatureDisposition by Principal or Immediate Supervisor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
Signature of Principal or  
Immediate Supervisor\_\_\_\_\_  
Date



## ADDENDUM "E" - continued

LEVEL III

A. \_\_\_\_\_  
 Signature of Aggrieved Person      Date Received by Superintendent

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 Signature of Superintendent or Designee

LEVEL IV

A. \_\_\_\_\_  
 Signature of Aggrieved Person      Signature of Association President

B. \_\_\_\_\_  
 Date Submitted to Arbitration      Date Received by Arbitrator

C. Disposition of Award by Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 Signature of Arbitrator

ADDENDUM "F"SMOKE-FREE FACILITIES

All uses of tobacco and tobacco products, including smokeless tobacco, will be prohibited in all of the District's facilities, i.e. classrooms, corridors, restrooms, locker rooms, work areas, cafeterias, offices, employee lounges and lunch rooms, gymnasiums and all other rooms.

The use of tobacco or tobacco products, including smokeless tobacco, will be prohibited in all vehicles owned, leased or operated by the District.

Employees and students will not be permitted to use tobacco or tobacco products while they are participants in any class or activity, held in District facilities or elsewhere, in which they represent the Ottumwa Community School District.

This policy will become effective on July 1, 1991. Since certain parts of the policy are set forth in Chapter 98A of the Iowa Code, however, they are in effect at present.

This policy shall apply to all employees of the Ottumwa Community School District, to all students enrolled in the District's schools, to all visitors, to employees of agencies which work with students and/or employees, to spectators at various contests held in the District's facilities and to all other persons authorized to be in the District's facilities.

On or before July 1, 1991, signs will be posted throughout the District's facilities to notify students, employees and all other persons visiting the schools that the use of tobacco and tobacco products is forbidden.

ADDENDUM "G"MEMORANDUM OF AGREEMENT  
PROCEDURE FOR STAFF REDUCTION AND REALIGNMENT

Applicable sections of the Master Contract between OEA-OCSD:

- Article XVI "Procedures for Transfers"
- Article XVII "Procedure for Staff Reduction"
- Article XXIII "Seniority"

Assumption: necessary staff reductions cannot be accomplished through attrition (resignations and retirements).

1. Change in assignments will be through:
  - a. Voluntary transfers
  - b. Involuntary transfers
  - c. Layoffs
2. If involuntary transfers are necessary within a building, whenever possible Employees in that building will be transferred in the reverse order of system-wide seniority.
3. At the secondary level, if a department is to be staffed with fewer members, the least senior person in that department will be involuntarily transferred, unless some other teacher in that department will voluntarily transfer.
4. If there are more teachers in a particular building than there are authorized positions, the teacher with the least system-wide seniority shall be involuntarily transferred unless some other teacher will voluntarily transfer, or it is not possible to transfer the least senior person because of certification, in which case the next least senior person would be involuntarily transferred, and so on until the transfer takes place.
5. Changes in assignments are made because the needs of the building change. Change of building needs may result in change of district-wide needs.
6. Ottumwa High School includes the Vo-Tech Building and the Alternative High School.
7. If the least senior person (Teacher A) has multiple approvals and endorsements, he/she will be entitled to use them provided they appear on the final seniority list November 21.
8. To determine where Teacher "A" will be placed, a list of teachers in the affected building will be made for each applicable approval/endorsement number within that building.

**ADDENDUM G (Cont.)**

9. From this list(s) only those teachers with less system-wide seniority than the affected teacher will be considered for an involuntary transfer.
10. From this list(s) the teacher with the least system-wide seniority will be involuntarily transferred or laid off and Teacher A will be given his/her position.
11. If no teacher in the affected building has less seniority than Teacher A, then he/she will be involuntarily transferred outside his/her building providing he/she is qualified and has seniority to assume a position in a different building. If he/she cannot qualify, he/she will be laid off.
12. If layoffs are necessary to provide for the above-named situation, then the layoff procedure outlined in the master contract will be followed.
13. Those Employees with emergency or temporary certification will be laid off first.
14. Employees with less than two years continuous employment in the District shall be laid off next.
15. If further reductions are necessary and if the employer determines qualifications are equal, seniority shall prevail (draw lots if tied).
16. Persons to be laid off will be notified not later than March 15.

**Qualifications**

An approval or endorsement that appears on the current OCSD seniority list verified by supporting documents in personnel file or Department of Education.

A person shall have Department of Education certification (approval-endorsement) or meet North Central Association requirements, whichever is greater.

The foregoing procedure is a joint interpretation of Master Contract between the Ottumwa Education Association and the Ottumwa Community School District.